

1. Holly Arlena Vaughan  
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4. Ventura, California, 93001  
5. 8058610165  
6. Plaintiff in Pro Se



7. **United States District Court**  
8. **Central District of California**

9. Holly Arlena Vaughan,  
10. Plaintiff  
11. Vs.  
12. JPMorgan Chase Bank,  
13. National Association  
14. Defendant

Case No. 2:23-cv-08531-GW-AGR  
PLAINTIFF'S RESPONSE AND  
OPPOSITION TO DEFENDANT'S  
MOTION TO DISMISS

15. **PLAINTIFF'S RESPONSE AND OPPOSITION TO DEFENDANT'S**  
16. **MOTION TO DISMISS**

17. TO THE HONORABLE JUDGE GEORGE H. WU:

18. I, Holly Arlena Vaughan, Plaintiff in the above-captioned matter, hereby  
19. submit this Response and Opposition to Defendant's Motion to Dismiss. In  
20. support of this opposition, I state as follows:

21. **Introduction:**

22. The Defendant has filed a Motion to Dismiss claiming plaintiff failed to  
23. state a claim which relief may be granted. The Plaintiff opposes this motion  
24. for the reasons set forth below.

1. · Plaintiff's complaint clearly states a claim upon which relief may be
2. granted.
- 3.
4. · The opposing counsel apparently gravely misunderstands what a bill of
5. exchange is.
- 6.
7. · Opposing counsel's statements are not facts before the court.
- 8.
- 9.
- 10.
- 11.

**Declaration of Points and Authority:**

Defendant's counsel stated that Plaintiff failed to state a claim upon which relief could be granted. Plaintiff's complaint clearly states a claim upon which relief may be granted. The defendant failed to perform fiduciary duties. As a result of the defendant's non-performance, the plaintiff suffered injury and duress.

Opposing counsel seems to gravely misunderstand that JPMorgan Chase Bank created the bills of exchange that were sent to the plaintiff. Per the Bill of Exchange Act of 1882, a "bill" is defined as "*a bill of exchange*" of which JPMorgan Chase Bank is the primary and only issuer.

1. Therefore, using opposing counsel's reasonings, the bills of exchange issued  
2. by JPMorgan Chase Bank and sent to the plaintiff are "*worthless pieces of*  
3. *paper, consisting of nothing more than a string of words that sound as*  
4. *though they belong in a legal document, but which, in reality, are*  
5. *incomprehensible, signifying nothing.*" McElroy v. Chase Manhattan  
6.  
7. Mortgage Corp. (2005) 134 Cal.App.4th 388. Therefore, based on this case  
8. law, I am not required to perform when sent these worthless pieces of paper.  
9.  
10.

11. Yet, out of courtesy, I accepted and endorsed JPMorgan Chase Bank's bill  
12. of exchange and sent it back to the defendant as an order to transfer the  
13. payables to the receivables to zero out the account.  
14.  
15.

16. From another point of view, the bill of exchange issued by JPMorgan Chase  
17. Bank could be defined as a "*statement*". According to 29 CFR § 18.801, a  
18. statement is defined as, "*(1) an oral or written assertion, or (2) nonverbal*  
19. *conduct of a person, if it is intended by the person as an assertion.*"  
20.  
21.

22. Therefore, this statement is not an order or a demand for performance. Either  
23. way, the bill of exchange, or statement, from JPMorgan Chase Bank does  
24. not require me to perform in any way, shape, or form.  
25.  
26.  
27.  
28.

1. Chiefly, opposing counsel's statements are not facts before the court.  
2.  
3. Pursuant to Trinsey v Pagliaro, D.C.Pa. 1964, 229 F.Supp. 647,  
4. **"Statements of counsel in brief or in argument are not facts before the  
5. court and are therefore insufficient for a motion to dismiss."** Therefore,  
6. the defendant's motion to dismiss is insufficient and should not be granted.  
7.  
8.  
9.  
10.

**Conclusion:**

11.  
12. For the reasons set forth above, the Plaintiff respectfully requests that the  
13.  
14. Court deny the Defendant's Motion to Dismiss.

15.  
16. In addition, the Plaintiff further requests permission to leave to amend the  
17. complaint a second time.

19.  
20. See the attached bill of exchange from JPMorgan Chase Bank, also known  
21. as, a "*worthless piece of paper*" per Judge Raymond J. Ikola regarding  
22. McElroy v. Chase Manhattan Mortgage Corp. (2005) 134 Cal.App.4th 388.  
23.  
24.  
25.

26. By: Holly Arlene Vaughan  
27. Date: 11/17/23  
28.

